

**REMARKS/ARGUMENTS**

Reconsideration and allowance of this application are respectfully requested.

Currently, claims 53-58 and 61-76 are pending in this application.

**Rejections Under 35 U.S.C. §103:**

Claims 53-58 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Parad (U.S. '570) in further view of Wrabetz et al (U.S. '791, hereinafter "Wrabetz"). Applicant respectfully traverses this rejection.

In order to establish a prima facie case of obviousness, all of the claim limitations must be taught or suggested by the prior art. Applicant submits that the combination of Parad and Wrabetz fails to teach or suggest the claim limitation "negotiation means for use in establishing conditions applicable to provision of one or more component processes involved in provision of the service, said negotiation means being adapted to assemble said conditions proactively by negotiation prior to receipt of said service request," as required by independent claim 53 and claims 54-58 which depend therefrom.

Page 11, lines 22-25 of the specification defines the term negotiation as follows: "The mechanism for making SLAs is negotiation – a joint decision making process in which the parties verbalise their (possibly contradictory) demands and then move towards agreement by a process of concession or search for new alternatives."

Section 4 of the Office Action alleges that col. 29, lines 49-61 of Parad discloses the above claimed feature. Applicant respectfully disagrees. Col. 29, lines 49-56 of Parad states the following:

“The strategy used by the resource engine 601 to dispatch notices is to send a single message summarizing a schedule’s condition when it changes significantly. The same strategy is employed by the action control 901.”

The first of the above two sentences merely discloses that resource engines send notices to action controls when that resource engine’s schedule changes significantly. Sending notices only in reaction to a significant change in the schedule associated with the resource presumably is advantageous because it reduces the amount of messages being sent around the system. A consequential reduction in processing performed in reaction to the notices also results.

The second of the two sentences stated above indicates that the action control only tells a (human) user that the action list is updated when that update is significant. Accordingly, the human user is only notified of significant changes.

Col. 29, lines 56-61 of Parad states the following:

“A menu provides maintenance functions that construct reference tables of FIG. 11 to establish the rules for the behavior desired for each user. Much of the apparent intelligence of the action control is achieved by simple logic and data in these tables.”

This portion of Parad merely relates to the storage of something similar to a user profile used to personalize various application programs (like Microsoft Outlook™ for example). What is stored in the reference tables in Fig. 11 is a user-defined set of actions that might be performed in response to a given message type. They represent a list of user-specified actions. What the user chooses to store has nothing to do with conditions established by negotiation.

Accordingly, col. 29, lines 49-61 of Parad clearly does not disclose negotiation as defined in the present specification. For example, the resource engine of Parad fails to engage in a joint decision making process in which it and another party verbalize their (possibly contradictory) demands and then move towards agreement by a process of concession or search for new alternatives.

With respect to Fig. 2 of Parad, the requirements of the resource engine do not come from the action control. Instead, the requirements of the resource engine come from enterprise information systems 214 as illustrated by arrow 215. Each action control is a user-interface component, whereas the resource engine is a component that performs calculations of how to meet requirements presented to it from the enterprise information systems. The resource engine does not engage in any negotiation. In particular, rules 204 from the action control to the resource engine are rules that are not open to negotiation. They are commands by the human manager of the resource.

Accordingly, Applicant submits that claims 53-58 are not “obvious” over Parad and Wrabetz and respectfully requests that the rejection of these claims under 35 U.S.C. §103 be withdrawn. Similar comments apply to independent claim 61 and claims 62-64 which depend therefrom.

Claims 68-75 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Parad in further view of Babayev et al (U.S. ‘121, hereinafter “Babayev”). Applicant respectfully traverses this rejection.

Claims 68-75 require, *inter alia*, “the execution of said autonomous software processes establishing conditions applicable to provision of said service by negotiation between said first and second autonomous software processes.” Section 4 of the Office Action alleges that col. 29, lines 49-61 of Parad teaches this claim feature. Applicant respectfully disagrees for reasons similar to that discussed above with respect to claim 53. Babayev fails to remedy this deficiency of Parad.

Moreover, page 9, lines 19-20 of the Office Action alleges that the action control disclosed by Parad forms the claimed first autonomous software process. However, page 11, lines 1-2 of the Office Action admits that “Parad fails to disclose executing a second autonomous software process....” Accordingly, the allegations of the Office Action that Parad discloses the claimed negotiation is clearly erroneous since the negotiation is between the first and second autonomous processes. That is, the Office Action’s admission that Parad fails to disclose a second autonomous process contradicts that Office Action’s allegation that Parad discloses negotiation between the first and second autonomous processes. Two autonomous processes are necessary to negotiate. The Office Action admittedly only identifies one of the autonomous processes and therefore Parad cannot possibly teach negotiation under the characterization of Parad provided by the Office Action.

**New Claim:**

New claim 76 has been added to provide additional protection for the invention. New claim 76 requires, *inter alia*, “the execution of said autonomous software processes

***O'BRIEN et al.***  
***Application No. 09/043,406***  
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establishing conditions applicable to provision of said service by negotiation between said first and second autonomous software processes; [and] ...wherein there are no control dependencies between the first and second autonomous software processes.”

Applicant therefore believes that new claim 76 is allowable.

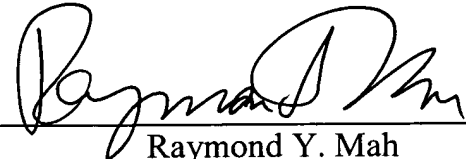
**Conclusion:**

Applicant believes that this entire application is in condition for allowance and respectfully requests a notice to this effect. If the Examiner has any questions or believes that an interview would further prosecution of this application, the Examiner is invited to telephone the undersigned.

Respectfully submitted,

**NIXON & VANDERHYE P.C.**

By: \_\_\_\_\_



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